



Office of the City Engineer

June 16, 2020

Board of Public Works and Safety
City of Lafayette
20 N 6th Street
Lafayette, IN 47901

Dear Board Members:

You have before you the Contract with EMCS, Inc. for the Bonlou Drive Traffic Signal Project. This Project will design a traffic signal that will serve the new YMCA and other nearby businesses. Major components of this Project include:

- Traffic study and traffic signal warrant analysis
- Traffic data collection
- Coordination with INDOT for review and approval of the analysis
- Design of the traffic signal

The contract amount for this project is \$41,480.00.

This contract has been reviewed by the City Attorney and I recommend it for your approval.

Sincerely,

A handwritten signature in black ink that reads 'Jeromy L. Grenard'.

Jeromy L. Grenard, PE
City Engineer

CONTRACT AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement made April 20, 2020 by and between the City of Lafayette, hereinafter referred to as the Client, with offices at 20 N 6th Street, Lafayette, IN, and EMCS, Inc., hereinafter referred to as the Consultant, with offices at 8900 Keystone Crossing, Suite 570, Indianapolis, IN, WITNESSETH, that the Consultant has entered into an Agreement with the Client, for traffic analysis and traffic signal design.

NOW THEREFORE, the Client and the Consultant agree as follows:

1. SCOPE OF SERVICES

The services to be rendered by the consultant shall consist of those specifically defined in Exhibit A.

The schedule for completion of these services is outlined in Exhibit A.

2. COMPENSATION

The Client will pay, and the Consultant agrees to accept, in full compensation for all services required under this Agreement, an hourly not to exceed amount for the services listed below:

Authorized Services:	
Traffic Analysis	\$14,000.00
Traffic Signal Design	\$17,000.00
If Authorized Services:	
Traffic Data Collection (4 Intersections)	\$1,680.00
Traffic Signal Warrant Analysis	\$1,900.00
Quadrant Intersection Analysis	\$6,900.00

Total compensation amount, including If Authorized Services, shall not exceed \$41,480.00 unless approved by a written Contract amendment.

PARTIAL PAYMENTS

Payment to the Consultant for services rendered under this Agreement will be made monthly by the Client based upon work completed as shown in monthly invoices submitted to the Client by the Consultant. To ensure timely processing of partial payment requests, the Consultant shall submit to the attention of Paula King monthly invoices, prior to the tenth day of each calendar month. Payments for extra work, if required and if authorized, will also be paid monthly. Payment will be made within thirty calendar days after receipt of Consultant's invoice by the Client. Payments shall be sent to EMCS, Inc., 1300 West Canal Street, Suite 200, Milwaukee, WI, 53233 ATTN: Annette Mueller.

4. EXTRA WORK

In case it is advisable or necessary in the execution of the work to make any alteration which will increase or diminish the quantity of labor or material or the expenses of the work, such alteration shall not annul or vitiate this Agreement. The Consultant shall furnish all the

necessary labor, material, and engineering knowledge to complete the work as altered within the time limit originally specified or as extended by the Client.

Alteration of the work under this Agreement shall be authorized by a written order from the Client. When, in the opinion of the Consultant, such an order involves extra work for which the Consultant will require added compensation, the Consultant shall submit a request in writing to the Client requesting a cost adjustment for such work. The Client shall review the Consultant's submittal and, if acceptable, issue a letter form change order as an amendment to this Agreement. Work under such change order shall not proceed unless and until so authorized by the Client. The basis of payment or credit resulting from such altered work shall be in accordance with the provisions of this Agreement or as amended by the change order.

5. DELAYS AND EXTENSIONS

When approved by the Client, the Consultant shall be given an extension of time for delays beyond the Consultant's control of or those caused by tardy approvals of work in progress.

6. FINAL SETTLEMENT

Unless the Agreement has been terminated prior to the completion of the work as hereinbefore provided, the Agreement shall be considered terminated upon completion and acceptance of the work, or upon final payment therefor.

Should the parties hereto fail to reach agreement as to the proper performance of this Agreement, or on any questions, whatever they may be, not included under the terms of the preceding paragraph, then any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration.

The procedure in any arbitration proceeding or proceedings shall be governed by the applicable provision of the Indiana Statutes and acts and laws amendatory thereof and supplemental thereto, and such arbitration provisions of the Indiana Arbitration Statutes.

All expenses incurred during any arbitration proceeding or proceedings shall be paid in equal shares by the parties.

7. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, the original plans and copies of notes, studies, reports, estimates, specifications, maps, etc., shall be delivered to and become the property of the Client. Reuse of any of the documents of the Consultant by the Client on extensions of this project or any other project without the written permission of the Consultant shall be at the Client's risk and shall not constitute any liability on the Consultant.

8. ACCEPTABILITY OF WORK

Acceptability of services performed under this Agreement shall be determined by the Client.

9. INSURANCE

The Consultant shall procure and maintain such insurance for protection from claims against it under worker's compensation acts, claims for damages because of bodily injury including

personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.

Also, the Consultant shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which the Consultant is legally liable. However, the Consultant hereby states and the Client acknowledges, that the Consultant has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Waste includes materials to be recycled, reconditioned or reclaimed. Accordingly, the Client hereby agrees to bring no claim for negligence, breach of contract, indemnity or other cause of action against the Consultant, its principals, employees, agents and consultants if such claim in any way arises out of actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project.

Certificates of insurance shall be provided to the Client upon request.

10. COMPLIANCE WITH LAWS

The Consultant shall comply with all applicable Federal, State and local laws and ordinances, as shall all others employed by the Consultant in carrying out the provisions of this Agreement.

11. ENDORSEMENT OF PLANS

The Consultant shall endorse and seal all plans prepared by itself in the manner required by the Client.

12. GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Indiana.

13. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the Successors and assigns of the respective parties hereto.

14. STANDARD TERMS AND CONDITIONS

City of Lafayette Standard Terms and Conditions attached hereto are incorporated by reference to this agreement. In the event of conflict, the City of Lafayette Standard Terms and Conditions shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and approved on the date hereinbefore written by their authorized offices and representatives.

CLIENT
City of Lafayette

By: _____

Title: _____

Date: _____

CONSULTANT
EMCS, INC.

By: David R. Bore

Title: SENIOR VICE PRESIDENT

Date: 04-21-2020

CITY OF LAFAYETTE, INDIANA

STANDARD TERMS AND CONDITIONS PROFESSIONAL SERVICE CONTRACTS

1. **Billing.** On hourly, not to exceed, contracts, services may be billed monthly for the hours and costs expended during that period. Services under fixed fee or lump sum contracts may be billed monthly on the estimate of the percentage of work completed.
2. **Employment.** During the term of the Agreement, the Consultant shall not engage on this project on a full or part-time basis any professional or technical personnel who are, or have been at any time during the period of the Agreement, in the employ of the City, except regularly retired employees.
3. **Ownership of Documents.** All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimated and other documents prepared by Consultant shall remain the property of the Consultant. The City shall be entitled to copies or reproducible sets of any of the aforesaid.
4. **Insurance.** The Consultant shall at its own expense maintain in effect during the term of the Agreement the following insurance with limits as shown or greater:
 - A. General Liability (including automobile) - combined single limit of \$2,000,000. The City shall be named as Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Consultant's insurance shall be written on a "primary" basis and the City's insurance program shall be in excess of all of Consultant's available coverage.
 - B. Worker's Compensation - statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the City.
 - C. Professional Liability for protection against claims arising out of the performance of professional services caused by negligent error, omission or act in the amount of \$2,000,000.
 - D. The Consultant shall provide Certificates of Insurances indicating the aforesaid coverage.
5. **Successors and Assigns.** Neither the City nor the Consultant shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.
6. **Termination of Agreement.** The Agreement may be terminated by either party should the other party fail to substantially perform in accordance with the terms through no fault of the other upon fifteen (15) days written notice. The Agreement may be terminated by the City for convenience upon thirty (30) days written notice to Consultant. In the event of termination, due to any reason other than the fault of the Consultant, the Consultant shall be paid for services performed to termination date, including reimbursable.

7. **Dispute Resolution.** All claims or disputes of the Consultant and the City arising out of or relating to the Agreement, or the breach thereof, shall first be submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in the Tippecanoe Superior or Circuit Court. The prevailing party shall be entitled to recover attorney fees and costs.

8. **Indemnities.** Consultant and City each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of the City and Consultant, they shall be borne by each party in proportion to its negligence.

9. **E-Verify.** Consultant must enroll in and verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Consultant will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Consultant affirms under penalties for perjury that the Consultant does not knowingly employ an unauthorized alien.

10. **Contracting with Iran.** Consultant certifies that under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

11. **Tobacco Free Policy.** Consultant, subcontractors and suppliers shall comply with the City of Lafayette's Tobacco Free Workplace Policy while on the job-site.

12. **Compliance with Laws.** The Consultant specifically agrees that in the performance of the services herein enumerated by the Consultant or a subcontractor or anyone acting on behalf of either, that each will comply with all State, Federal and Local Statutes, Ordinances and Regulations.

13. **Changes in Work.** In the event that either the City or Consultant determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the City, both parties in the exercise of their reasonable judgment shall negotiate the changes and the Consultant shall not commence the additional work or the change of the scope of work until a supplemental agreement is executed and the City has provided written notice to the Consultant to proceed.

14. **Delays and Extensions.** The Consultant agrees that no change or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the City, subject to the Consultant's approval. However, it being understood, that permitting the Consultant to proceed

to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City or any of its rights herein.

15. **Standard in Practice.** The Consultant will strive to conduct services under the Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of the Agreement.

16. **Waiver of Contract Breach.** The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any provisions hereof, shall be limited to the particular instances, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for that particular instance.

17. **Entire Understanding of Agreement.** The Agreement represents and incorporated the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenant or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. City and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of the Agreement.

18. **Non-Discrimination.** Pursuant to Indiana and Federal law, the Consultant and the Consultant's subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the work under the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

19. **Amendments.** The Agreement may only be amended, supplemented or modified by written documents executed in the same manner as the Agreement.

20. **Governing Law.** The Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other clause, paragraph or other part of the Agreement, shall remain in full force and effect.

21. **Public Record.** The Consultant acknowledges that the City will not treat the Agreement as containing confidential information and may post this Agreement on the Indiana Transparency Portal as required by IC§ 5-14-3.8-3.5.

EXHIBIT A

Statement of Interest

April 5, 2020

Mr. Jeromy Grenard
City of Lafayette
20 N 6th Street
Lafayette, IN 47901

Re: YMCA Traffic Signal

Dear Mr. Grenard:

EMCS is pleased to provide this scope and fee proposal for a traffic analysis and traffic signal design for a proposed traffic signal for the new YMCA located at 3001 S. Creasy Lane in Lafayette, IN which opened December 6, 2018. The scope as we understand it is detailed below.

TRAFFIC ANALYSIS

Traffic Data Collection:

1. EMCS will obtain traffic data from the City of Lafayette to be collected in spring/summer 2020 as soon as travel restrictions are lifted and the YMCA is operating under normal conditions.
 - a. If authorized, EMCS will coordinate with a subconsultant to collect traffic data.
 - b. Traffic data to be collected on a typical weekday for three hours in the morning and three hours in the afternoon peak times.
2. Study Intersections
 - a. SR 38 & Park East Boulevard (use count from ASI study, 2018)
 - b. SR 38 & Haggerty Lane (use data from ASI study, 2017)
 - c. SR 38 & Creasy Lane
 - d. Bonlou Drive & Creasy Lane
 - e. Bonlou Drive & SR 38
 - f. Reckerd Road & Creasy Lane
3. If traffic data is collected before schools are back in session (including Ivy Tech), EMCS will adjust traffic volumes to account for school traffic using historic traffic volumes to estimate turning movements.
4. Existing traffic signal timings will be obtained from INDOT and the City of Lafayette.

Capacity Analysis:

EMCS will perform a capacity analysis for all study intersections for both AM and PM peak hours for the following scenarios:

1. Existing Geometry – Existing configuration with 2020 traffic volumes
2. Scenario 1 Opening – Includes proposed traffic signal at SR 38 & Bonlou Drive with accommodations for Park East Phase I
3. Scenario 2 Opening – Includes proposed traffic signal at Creasy Lane & Bonlou Drive with accommodations for Park East Phase I
4. Scenario 1 Future – Includes proposed traffic signal at SR 38 & Bonlou Drive with accommodations for Park East Phase II
5. Scenario 2 Future – Includes proposed traffic signal at Creasy Lane & Bonlou Drive with accommodations for Park East Phase II

Traffic Signal Warrant Analysis (If Authorized):

EMCS will perform a peak hour signal warrant for both proposed signal locations if required by the City of Lafayette or INDOT. If additional or different warrant scenarios are required (i.e. an 8-hour warrant), EMCS will provide those assuming the appropriate traffic data is available.

Quadrant Intersection Traffic Analysis (If Authorized):

EMCS will perform traffic analysis for the opening and future scenarios assuming a quadrant intersection configuration at SR 38 & Creasy Lane. This item includes all redistributed traffic forecasting as well as capacity and queueing analysis for all study intersections assuming traffic signals at Bonlou Drive & SR 38 and Creasy Lane as well as restricting left-turn movements along SR 38 at Creasy Lane. The analysis will analyze up to two (2) alternatives for turn movement restrictions.

Documentation:

EMCS will compile all data, analyses, and recommendations in a comprehensive Traffic Operations Analysis Report.

Coordination:

This scope includes all phone and e-mail coordination with the City of Lafayette and INDOT to complete the work as described above and includes a kickoff meeting and one (1) in-person meeting to all findings and recommendations.

TRAFFIC SIGNAL DESIGN

1. EMCS will use GIS and orthographic data to lay out the traffic signal design items.
 - a. Our team will field verify widths and limits.
 - b. Full survey can be included as an additional item.
2. Coordination with utilities will be included.
3. Two submittals, preliminary and final design will be completed with a preliminary field check with stakeholders to occur after the preliminary submittal.
4. Coordination between the City and INDOT is included: one kickoff meeting, one preliminary field check meeting, one final meeting.
5. Decorative signal poles will be coordinated with the City (and INDOT if necessary) and appropriate specifications included in the contract documents.
6. Contract book to be completed and submitted by EMCS.
7. Geotechnical borings to be provided by the City of Lafayette. Alternatively, EMCS can coordinate with a geotechnical subconsultant if required.

SCHEDULE

EMCS will provide all traffic analysis within 45 days of receipt of all traffic data and signal timings. The traffic signal design will begin upon selection of location and receiving notice to proceed from the City of Lafayette. Preliminary design will be completed within 30 days of notice to proceed and final design will be completed within 30 days of receiving comments from the City of Lafayette/INDOT (if applicable).

COMPENSATION

Compensation for services rendered will be hourly with a not-to-exceed amount as shown below:

Traffic Analysis.....	\$14,000.00
Traffic Data Collection (4 intersections If Authorized).....	\$1,680.00
Traffic Signal Warrant analysis (If Authorized).....	\$1,900.00
Quadrant Intersection Analysis (If Authorized).....	\$6,900.00
Traffic Signal Design.....	\$17,000.00

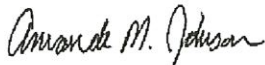
ADDITIONAL ITEMS

Although not expected at this time, EMCS can provide the following services if they arise:

- Additional study intersections or study scenarios outside of the scope description above
- Topographic survey
- Attendance at public meetings or additional meetings not described above
- Additional traffic signal design for use in quadrant roadway
- 8-Hour traffic signal warrant analysis
- Aerial drone photography or video of before/during/after construction

EMCS, Inc. is very pleased to provide this scope and fee and we look forward to working with you on this project. We are available and ready to get moving on this project as soon as data is available. Please contact me if you have any questions.

Regards,



Amanda M. Johnson, PE, PTOE
Traffic Services Manager
EMCS, Inc.



Hourly Rates 2020

Labor Category	Rate
Project Manager/Senior Engineer	\$152.00
Project Engineer	\$94.00
Admin	\$83.00

Contact Person:

Amanda Johnson

Phone Number:

317-343-2923

E-Mail:

ajohnson@emcsinc.com